

BILL NO. S-75-11- 16

SPECIAL ORDINANCE NO. S- 245-75

AN ORDINANCE approving contracts for construction  
of Senior Citizens Center

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
WAYNE, INDIANA:

SECTION 1. That the contracts between the City of Fort Wayne, by  
and through its Mayor and the Board of Public Works and the following:

CIVILIAN CONSTRUCTION COMPANY - For General  
Construction for a New Senior Citizen Center and  
site improvements located at the S.E. corner of  
Main and Webster Streets, Fort Wayne \$559,250.00

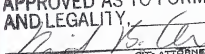
PERSON, INC. - For mechanical construction for  
New Senior Citizen Center and site improvements  
located at the S.E. corner of Main and Webster  
Streets, Fort Wayne \$155,351.00

HAMBROCK ELECTRIC, INC. - For electrical con-  
struction for a New Senior Citizen Center located  
at the S.E. corner of Main and Webster Streets,  
Fort Wayne \$ 62,186.00

the financing being provided through Community Development and Planning,  
outside Kiwanis contribution and property provided by the Redevelopment Com-  
mission, all as more particularly set forth in said contracts which are on file  
in the Office of the Board of Public Works and are by reference incorporated  
herein, made a part hereof and are hereby in all things ratified, confirmed and  
approved.

SECTION 2. This Ordinance shall be in full force and effect from  
and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY,  
  
CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T. \_\_\_\_\_

Date: 11-11-75 Charles W. Westerman  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	✓				
HINGA	✓				
KRAUS				✓	
MOSES	✓				
NUCKOLS	✓				
SCHMIDT, D.	✓				
SCHMIDT, V.	✓				
STIER	✓				
TALARICO	✓				

DATE: 11-25-75 Charles W. Westerman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 245-75 on the 25th day of November, 1975.

ATTEST: (SEAL) James Stier  
Charles W. Westerman CITY CLERK PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 26th day of November, 1975, at the hour of 11:00 o'clock 4 M., E.S.T.

Charles W. Westerman  
CITY CLERK

Approved and signed by me this 26th day of November, 1975, at the hour of 3:00 o'clock 8 M., E.S.T.

Paul H. Lutz  
MAYOR

Bill No. S-75-11-16

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving contracts for construction of Senior Citizens Center

have had said Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance DO PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

W. Moses Jr.

William T. Hinga

John Huckols

DATE 11-25-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

September 12, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Concerning construction of the Senior Citizen Center which is being coordinated through Community Development and Planning, Redevelopment Commission and the Board of Public Works, bids were received September 3, 1975.

Contracts were tentatively awarded on September 5, 1975 contingent upon Councilman approval of the Community Development appropriation for the project. We understand this approval has been granted.

The architect, Grinsfelder-McArdle Associates, is now in the process of preparing contracts as follows:

General Construction	- Civilian Construction Corporation	\$559,250.00
Mechanical Construction	- Pearson, Inc.	\$155,351.00
Electrical Construction	- Hambrook Electric, Inc.	\$ 62,186.00

Since the scheduled starting date for this project is set for October 1, 1975, and since formal processing of contracts and ordinance could not be completed before October 14, the Board respectfully requests a "Prior Approval".

Contracts and necessary documents will be forwarded as soon as possible.

Sincerely,

BOARD OF PUBLIC WORKS

*Carl E. O'Neal*

Carl E. O'Neal, Member

GEO:bt

cc: Mayor

Attachments: Tabulation and Recommendation

APPROVED:

ATTEST:

*James J. [Signature]*  
City Clerk

*[Signature]*  
AN EQUAL OPPORTUNITY EMPLOYER

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

**STIPULATED SUM**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

*Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.*

*This document has been approved and endorsed by The Associated General Contractors of America.*

**AGREEMENT**

made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen  
Hundred and Seventy-five

**BETWEEN** the Owner: City of Fort Wayne, Indiana represented by the  
Fort Wayne Board of Public Works  
1 Main Street  
Fort Wayne, Indiana

and the Contractor: Civilian Construction Company  
5315 Industrial Road  
Fort Wayne, Indiana 46825

the Project: General Construction for a New Senior Citizen Center and site improvements  
located at the S. E. corner of Main and Webster Streets, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.  
903 W. Berry Street  
Fort Wayne, Indiana 46804

The Owner and the Contractor agree as set forth below.

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or, repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents)*

General Construction and site improvements for a New Senior Citizen Center,  
Main and Webster Streets, Fort Wayne, Indiana

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced      October 1, 1975.

and completed      April, 1977.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

#### ARTICLE 4

##### CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **Five Hundred Fifty-nine Thousand Two Hundred Fifty and no hundredths Dollars (\$559,250.00)**

*(State here the lump sum amount, unit prices, or both, as desired)*

Principal Bid	\$ 550,900.00
Add Alternate #1	+ 8,350.00
Total Contract Sum	\$ 559,250.00

##### Unit Prices:

Labor and Material for additional excavation, fill and backfill \$12.00/cu. yd.

Labor and Material for additional concrete, reinforcing and formwork \$115.00/cu. yd.

#### ARTICLE 5

##### PROGRESS PAYMENTS

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the **last** day of each month **ninety (90)** per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and **ninety (90)** per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~xx~~ up to **last day** of **previous month** ~~xxx~~ prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to **ninety (90)** per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(If not covered elsewhere in the Contract Documents, here insert the provision for limiting or reducing the amounts retained after Substantial Completion to a certain stage of completion.)*

Applications for payment shall be submitted on the last day of the month for work done during that month. Payments will be due and payable within approximately 30 days, but not later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions, Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Drawings titled "A New Senior Citizen Center for the City of Fort Wayne, Indiana," dated August 20, 1975, sheets numbered:

- T-1 - Title Sheet
  - SP-1 - Utility Plans, Symbols & Test Borings
  - SP-2 - Site Plan and Site Details
    - A-1 - Foundation and Basement Plan
    - A-2 - Foundation Details
    - A-3 - First Level Columns & Second Level Framing Plan, Framing Details
    - A-4 - Second Level Columns and Roof Framing Plan and Details
    - A-5 - Steel Schedules and Steel Details
    - A-6 - Foundation, Column and Grade Beam Schedules
    - A-7 - First Floor Plan
    - A-8 - Second Floor Plan
    - A-9 - North and East Elevations
    - A-10 - South and West Elevations
    - A-11 - Building Section and Roof Plans
    - A-12 - Building Section and Details
    - A-13 - Exterior Wall Sections and Details
    - A-14 - Exterior Wall Sections
    - A-15 - Wall Sections
    - A-16 - Interior Wall Sections and Details
    - A-17 - Wall Sections and Details
    - A-18 - Metal Stair Details
    - A-19 - Wall Sections and Details
    - A-20 - Elevator Details and Door and Window Details
    - A-21 - 1/4" Bathroom Plans and Built-in Cabinetry
    - A-22 - Interior Elevations
    - A-23 - Door and Window Schedules and Elevations (continued on attached sheets)
- This Agreement executed the day and year first written above.

OWNER City of Fort Wayne represented by  
Board of Public Works

CONTRACTOR

Civilian Construction Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_



A-24 - Room Finish Schedule

E-3 - First Floor Reflected Ceiling Plan

E-4 - Second Floor Reflected Ceiling Plan

2. Specifications titled "Specifications for the General Construction of A New Senior Citizen Center for the City of Fort Wayne, Indiana" dated August 20, 1975 shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract and Technical Specifications, Divisions 1 through 14 inclusive.
3. Notice to Bidders, pages 1 and 2
4. Instruction to Bidders, pages 1 and 2
5. Architect's Bid Form, page 1
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 7
7. Federal Affirmative Action Bid Conditions, pages 1 through 22
8. Housing and Urban Development Document HUD 3200, "Federal Labor Standards Provisions" pages 1 through 10.
9. Non-Collusion Affidavit DP-8 page 1
10. Standard Questionnaire and Financial Statement for Bidders Form 96a, pages 1 through 15.
11. Bid Bond
12. Performance Bond
13. Insurance Vouchers
14. Addendum #1 General Construction Specifications for the New Senior Citizen Center dated August 27, 1975 pages 1 through 3 with 5 sheets of attachments.
15. Addendum #2 - General Construction Specifications for "The New Senior Citizen Center dated August 29, 1975, pages 1 through 3 with 1 sheet of attachments.
16. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner

under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.



## PERFORMANCE BOND

THE AETNA CASUALTY AND SURETY COMPANY  
Hartford, Connecticut 06115

Bond No. 027 SB 026724 BCA

KNOW ALL MEN BY THESE PRESENTS:

that **CIVILIAN CONSTRUCTION CORPORATION, Fort Wayne, Indiana**  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto

**CITY OF FORT WAYNE, INDIANA**  
(Here insert full name and address or legal title of Owner)as Oblige, hereinafter called Owner, in the amount of **FIVE HUNDRED FIFTY NINE THOUSAND TWO HUNDRED FIFTY****AND NO/100-----** Dollars (\$ **559,250.00** ), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.WHEREAS, Contractor has by written agreement dated **19**, entered into a contract with Owner for  
**General construction of new Senior Citizen Center**in accordance with Drawings and Specifications prepared by  
**Grinsfelder-McArdle Associates, Inc., Fort Wayne, Indiana**

(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or  
2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and

Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this **19th** day of **September**

, 1975.

(Witness)

**CIVILIAN CONSTRUCTION CORPORATION**

(Principal) (Seal)

By:

(Title)

THE AETNA CASUALTY AND SURETY COMPANY

By:

Nancy A. Begeman

(Attorney-in-Fact)

COUNTERSIGNED

The Aetna Casualty and Surety Company

By:   
Indiana Resident Agent



LABOR AND MATERIAL  
PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH  
PERFORMANCE BOND IN FAVOR OF THE OWNER  
CONDITIONED ON THE FULL AND FAITHFUL  
PERFORMANCE OF THE CONTRACT

THE AETNA CASUALTY AND SURETY COMPANY  
Hartford, Connecticut 06115

KNOW ALL MEN BY THESE PRESENTS:

that **CIVILIAN CONSTRUCTION CORPORATION**  
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and THE AETNA CASUALTY AND SURETY COMPANY, of Hartford, Connecticut, a corporation duly organized under the laws of the State of Connecticut, as Surety, hereinafter called Surety, are held and firmly bound unto  
**CITY OF FORT WAYNE, INDIANA**  
(Here insert full name and address or legal title of Owner)

as Obligatee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of **FIVE HUNDRED**

**FIFTY NINE THOUSAND TWO HUNDRED FIFTY AND NO/100** Dollars (\$ 559,250.00 ).  
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated . 19 . entered into a contract with Owner for

**General construction of the new senior citizen center**  
in accordance with Drawings and Specifications prepared by  
**Grinsfelder-McArdle Associates, Inc., Fort Wayne, Indiana**  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:  
a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety, above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which

such claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 19th day of September

Emily Tranter  
(Witness)

Alvin B. Ditt  
(Witness)

. 19 75.

**CIVILIAN CONSTRUCTION CORPORATION**  
(Principal) (Seal)  
By: [Signature]  
VICE PRESIDENT (Title)

THE AETNA CASUALTY AND SURETY COMPANY  
By: Nancy A. Begefan  
Nancy A. Begefan (Attorney-in-Fact)



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE AETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint John W. Auld, James H. Waters, John B. Kniesly, Alice B. Pittz or Nancy A. Begeman - -

of Indianapolis, Indiana, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):  
by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE AETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE AETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE AETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE AETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its  
Secretary, and its corporate seal to be hereto affixed this 9th day of April, 1975



THE AETNA CASUALTY AND SURETY COMPANY

By B. I. Radding  
Secretary

State of Connecticut }  
County of Hartford } ss. Hartford

On this 9th day of April, 1975, before me personally came B. I. RADDING, Secretary of THE AETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal, and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.



Mary J. Kingston  
My commission expires March 31, 1980 Notary Public

CERTIFICATE  
I, the undersigned, Assistant Secretary of THE AETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked, and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.  
Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this 19th day of September, 1975



By [Signature]  
Assistant Secretary

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

## STIPULATED SUM

THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES: CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen  
Hundred and Seventy-five.

**BETWEEN** the Owner: City of Fort Wayne, Indiana represented by the  
Fort Wayne Board of Public Works  
1 Main Street  
Fort Wayne, Indiana

and the Contractor: Pearson, Inc.  
608 W. Superior Street  
Fort Wayne, Indiana 46802

the Project: Mechanical Construction for a New Senior Citizen Center  
and site improvements located at the S. E. corner of Main and Webster  
Streets, Fort Wayne, Indiana

the Architect: Grinsfelder-McArdle Associates, Inc.  
903 W. Berry Street  
Fort Wayne, Indiana 46804

The Owner and the Contractor agree as set forth below.

## ARTICLE 1

### THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### THE WORK

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

Mechanical Construction and site improvements for a New Senior Citizen  
Center, Main and Webster, Fort Wayne, Indiana

## ARTICLE 3

### TIME OF COMMENCEMENT AND COMPLETION

The Work to be performed under this Contract shall be commenced **October 1, 1975**

and completed **April, 1977.**

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*



**ARTICLE 4**  
**CONTRACT SUM**

The Owner shall pay the Contractor for the performance of the Work, subject to additions and deductions by Change Order as provided in the Conditions of the Contract, in current funds, the Contract Sum of **One Hundred**

**Fifty-five Thousand Three Hundred Fifty-one and no hundredths Dollars (\$155,351.00)**

*(State here the lump sum amount, unit prices, or both, as desired.)*

Principal Bid	\$ 154,221.00
Add Alternate #1	+ 1,130.00
Total Contract Sum	\$ 155,351.00

**ARTICLE 5**  
**PROGRESS PAYMENTS**

Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Conditions of the Contract as follows:

On or about the last day of each month ninety (90) per cent of the proportion of the Contract Sum properly allocable to labor, materials and equipment incorporated in the Work and ninety (90) per cent of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site ~~XX~~, up to last day of previous month ~~days~~ prior to the date on which the Application for Payment is submitted, less the aggregate of previous payments in each case; and upon Substantial Completion of the entire Work, a sum sufficient to increase the total payments to ninety (90) per cent of the Contract Sum, less such retainages as the Architect shall determine for all incomplete Work and unsettled claims.

*(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)*

Applications for payment shall be submitted on the last day of the month for work done during that month. Payments will be due and payable within approximately 30 days, but not later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.



## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works and recommendation of the Architect before final payment is made.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Drawings titled "A New Senior Citizen Center for the City of Fort Wayne, Indiana" dated August 20, 1975, sheets Numbered:

T-1 - Title Sheet

SP-1 - Utility Plans, Symbols, and Test Borings

SP-2 - Site Plan and Site Details

A-7 - First Floor Plan

A-8 - Second Floor Plan

A-9 - North and East Elevations

A-10 - South and West Elevations

A-11 - Building Section and Roof Plans

A-12 - Building Section and Details

A-13 - Exterior Wall Sections and Details

A-14 - Exterior Wall Sections

A-15 - Wall Sections

A-16 - Interior Wall Sections and Details

A-17 - Wall Sections and Details

A-19 - Wall Sections and Details

A-22 - Interior Elevations

M-1 - First Floor Plumbing Plan

M-2 - Second Floor Plumbing Plan

M-3 - Air Conditioning First Floor Plan

M-4 - Air Conditioning Second Floor Plan

M-5 - Hot Water Heating System Details

M-6 - Mechanical Details

M-7 - Plumbing Isometric

2. Specifications titled "Specifications for the Mechanical Construction of A New Senior Citizen Center for the City of Fort Wayne, Indiana", dated August 20, 1975 shall include Title Sheet, Index, General Conditions of the Construction Contract, This Agreement executed the day and year first written above. (continued on attached sheet)

OWNER City of Fort Wayne represented by  
Board of Public Works

CONTRACTOR Pearson, Inc.

By: \_\_\_\_\_

By: *John H. Pearson*

Supplementary General Conditions of the Construction Contract and Technical Specifications, Division 1 through 2 inclusive.

3. Notice to Bidders, pages 1 and 2
4. Instruction to Bidders, pages 1 and 2
5. Architect's Bid Form, page 1
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 7
7. Federal Affirmative Action Bid Conditions, pages 1 through 22
8. Housing and Urban Development Document HUD 3200, "Federal Labor Standards Provisions" pages 1 through 10.
9. Non-Collusion Affidavit DP-8 page 1
10. Standard Questionnaire and Financial Statement for Bidders Form 96a, pages 1 through 15.
11. Bid Bond
12. Performance Bond
13. Insurance Vouchers
14. Addendum #1 - Mechanical Construction Specifications for the New Senior Citizen Center dated August 27, 1975, pages 1 through 3 with attachments.
15. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that **Pearson, Inc., 608 W. Superior St.,**  
(Here insert full name and address or legal title of Contractor)

**Fort Wayne, Indiana 46802**

as Principal, hereinafter called Contractor, and,

**Wolverine Insurance Company,**  
(Here insert full name and address or legal title of Surety)

**Battle Creek, Michigan**

as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works,**  
**City of Fort Wayne, 1 Main Street, Fort Wayne, Indiana**  
(Here insert full name and address or legal title of Owner)

as Oblige, hereinafter called Owner, in the amount of **One hundred fifty-five thousand,**  
**three hundred fifty one and no/100.....Dollars (\$ 155,351.00...),**

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated **September 23 75** entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by **Grinsfelder-McArdle Associates, Inc.**  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

23rd

day of

September

19 75

PEARSON, INC.

BY:

*Robert S. Pearson*  
(Principal) (Seal)

Robert S. Pearson, President  
(Title)

*Dorothy Pearson*  
(Witness)

YASTE, ZENT & RYE, INC.

Wolverine Insurance Company

(Surety)

BY:

*John S. Fuchs*  
(Witness)

Authorized Agent

*Donald B. Schuchman*  
(Title)

Attorney in fact

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that **Pearson, Inc., 608 W. Superior St.,**  
(Here insert full name and address or legal title of Contractor)

**Fort Wayne, Indiana 46802**

as Principal, hereinafter called Principal, and,

**Wolverine Insurance Company,**

(Here insert full name and address or legal title of Surety)

**Battle Creek, Michigan**

as Surety, hereinafter called Surety, are held and firmly bound unto **Board of Public Works,**  
(Here insert full name and address or legal title of Owner)  
**City of Fort Wayne, 1 Main Street, Fort Wayne, Indiana**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the

amount of **One hundred fifty-five thousand, three hundred fifty-one and no/100**  
(Here insert a sum equal to at least one-half of the contract price) **Dollars (\$155,351.00 ),**

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated **September 23, 1975**, entered into a contract with Owner for

in accordance with Drawings and Specifications prepared by **Grinsfelder-McArdle Associates, Inc.**  
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this 23rd day of September 1975

PEARSON, INC.

BY:

*Robert S. Pearson*  
(Principal)

(Seal)

Robert S. Pearson, President  
(Title)

*Dorothy Messman*  
(Witness)

YASTE, ZENT & RYE, INC.

BY:

*William G. Francis*  
(Witness)

Authorized Agent

Wolverine Insurance Company

(Surety)

(Seal)

*Donald B. White*  
(Title) Attorney in fact

# Wolverine Insurance Company

*Battle Creek, Michigan*

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the WOLVERINE INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of Michigan, and having its principal office in the City of Battle Creek, in said State, does by these presents make, constitute and appoint Donald T. Belbutowski or Gerald Dahle or

Lane I Grile

of Fort Wayne

and State of Indiana

its true and lawful Attorney-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds and undertakings of contract suretyship.

The acknowledgment and execution of any such document by any Attorney-in-Fact named above, shall be as binding upon this Company as if such bond had been executed and acknowledged by the duly authorized officers of this Company.

The WOLVERINE INSURANCE COMPANY further certifies that the following is a true and exact copy of Section (C) of Article 10 of the By-Laws of the Wolverine Insurance Company, duly adopted and now in force, to wit: "Section (C) All bonds, policies, undertakings or other obligations shall be executed in the Corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice-President, or by such other officers as the Board of Directors may authorize. The President, any Vice-President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys-in-Fact or Agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company, subject to such rules and regulations as such officers may prescribe." By amendment February 13, 1957 any Assistant Vice-President empowered with same authority as other officers designated above.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 21st of December, 1964.

"Resolved, that the signature of authorized officers of this Corporation and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to subsection (C) of Article 10 of the Bylaws of this Corporation, and the signature of the Secretary or an Assistant Secretary, and the seal of the Company may be affixed by facsimile to any certificate or any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed, sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, the WOLVERINE INSURANCE COMPANY has caused these presents to be signed by its Vice-President with its corporate seal affixed this 14th day of August A.D., 19 75.

WOLVERINE INSURANCE COMPANY

(Seal)

STATE OF MICHIGAN

COUNTY OF CALHOUN

ss.



By

Jack E. Biddlecome  
Jack E. Biddlecome, Vice President

On this 14th day of August A.D., 19 75 before me personally came Jack E. Biddlecome to me known, who, being by me duly sworn did depose and say that he resides in the Township of Battle Creek that he is Vice President of the WOLVERINE INSURANCE COMPANY, the Company described in and which executed the above instrument; that he knows the seal of said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Director of said Company and that he signed his name thereto by like order.



Dorothy Beaver  
Dorothy Beaver, Notary Public  
My Commission Expires October 22, 1977

## CERTIFICATE

STATE OF MICHIGAN

COUNTY OF CALHOUN

ss.

I, James H. Heinze, Secretary of the WOLVERINE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, at the City of Battle Creek, Michigan, this 19 day of September A.D., 19 75.



James H. Heinze  
James H. Heinze, Secretary



# CERTIFICATE OF INSURANCE

1 RELIANCE  
INSURANCE COMPANY  
Philadelphia, PA

2 UNITED PACIFIC  
INSURANCE COMPANY  
Home Office - Tacoma, Wash.

← Coverage is provided in the Company designated by Number. Each is a Stock Insurance Company, herein called the Company.

This Certificate is mailed to:

Board of Public Works,  
City of Fort Wayne  
c/o Grinsfelder-McArdle Associates, Inc  
903 W. Berry Street  
Fort Wayne, In 46802

THIS CERTIFIES that the Company indicated above has issued, to the insured named herein, policies of insurance which provide coverage as indicated below. Such policies are subject to the provisions, conditions and limitations contained therein. This Certificate of Insurance does not in any way amend, extend, alter or vary the coverage afforded by the policy or policies referred to herein. It is simply a synopsis or summary of the actual insurance contract.

The Insurance Company indicated above will make every effort to give written notice by regular mail to the above named holder of this Certificate of any material change in or cancellation of these policies, but assumes no liability for failure to do so or for any error.

HAZARDS	POLICY NUMBER	EXPIRATION DATE	BODILY INJURY LIABILITY LIMITS		PROPERTY DAMAGE LIABILITY LIMITS	
			EACH OCCURRENCE		EACH OCCURRENCE	AGGREGATE
Premises—Operations	CI 1024411	9/30/75	300,000.		100,000.	100,000.
Escalators	"	"	"		"	x x x
Sub-let Operations	"	"	"		"	"
Products—including Completed Operations	"	"	Aggregate Limit: 300,000.		"	"
Contractual—As described below	"	"	"		"	"
This coverage is provided under: <input checked="" type="checkbox"/> Comprehensive, <input type="checkbox"/> Schedule Policy						

HAZARDS	POLICY NUMBER	EXPIRATION DATE	BODILY INJURY LIABILITY LIMITS		PROPERTY DAMAGE LIABILITY LIMITS	
			EACH PERSON	EACH OCCURRENCE	EACH OCCURRENCE	AGGREGATE
Owned Automobiles	CI 1024411	9/30/75	100,000.	300,000.	100,000.	x x x
Hired Automobiles	"	"	"	"	"	x x x
Non-Owned Automobiles	"	"	"	"	"	x x x
This coverage is provided under: <input checked="" type="checkbox"/> Comprehensive, <input type="checkbox"/> Schedule Policy						

Workmen's Compensation	CI 1024411	9/30/75	Compensation—Statutory Limit	E.L. Limit:	\$100,000.
Excess - Liability	LU 2519209	9/30/75	1,000,000 each occurrence		
Burglary			for 1,000,000		xxxxx aggregate

Name of Insured and Address:

Pearson, Inc.  
608 W. Superior Street  
Fort Wayne, Indiana 46802

Location of Risk and Description of Operations:

Any and All Operations of the Named Insured in connection with mechanical work for Senior Citizens Center, Berry Street at Malden Lane

Description of Specific Contract(s) for which Certificate is issued (Indicate Types of Agreements, Party or Parties, and Dates)

Blanket Contractual Liability Included

YASTE, ZENT & RYE, INC.

By Authorized Representative:

Yaste, Zent & Rye, Inc., 201 W. Wayne St.,  
Fort Wayne, In 46802

9/19/75



62-273-9 9/25/75

## THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A101

# Standard Form of Agreement Between Owner and Contractor

where the basis of payment is a

### STIPULATED SUM

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH  
AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION*

Use only with the latest Edition of AIA Document A201, General Conditions of the Contract for Construction.

This document has been approved and endorsed by The Associated General Contractors of America.

### AGREEMENT

made this \_\_\_\_\_ day of \_\_\_\_\_ in the year of Nineteen  
Hundred and Seventy-five

**BETWEEN** the Owner: City of Fort Wayne, Indiana represented by the  
Fort Wayne Board of Public Works  
1 Main Street  
Fort Wayne, Indiana  
and the Contractor:

Hambrock Electric, Inc.  
6809 Bluffton Road  
Fort Wayne, Indiana 46809

**the Project:** Electrical Construction for a New Senior Citizen Center located  
at the s. e. corner of Main and Webster Streets, Fort Wayne, Indiana

**the Architect:** Grinsfelder-McArdle Associates, Inc.  
903 W. Berry Street  
Fort Wayne, Indiana 46804

The Owner and the Contractor agree as set forth below.

## ARTICLE 1

### **THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda issued prior to execution of this Agreement and all Modifications issued subsequent thereto. These form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein. An enumeration of the Contract Documents appears in Article 7.

## ARTICLE 2

### **THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for  
*(Here insert the caption descriptive of the Work as used on other Contract Documents.)*

Electrical Construction for a New Senior Citizen Center, Main and Webster  
Streets, Fort Wayne, Indiana

## ARTICLE 3

### **TIME OF COMMENCEMENT AND COMPLETION**

The Work to be performed under this Contract shall be commenced: October 1, 1975

and completed April, 1977.

*(Here insert any special provisions for liquidated damages relating to failure to complete on time.)*

### CONTRACT SUM

<sup>1</sup>State here the lump sum amount, unit prices, or both, as desired.

Principal Bid	\$ 65,765.00
Deduct Alternate #1	<u>-3,579.00</u>
Total Contract Sum	\$ 62,186.00

### PROGRESS PAYMENTS

(If not covered elsewhere in the Contract Documents, here insert any provision for limiting or reducing the amount retained after the Work reaches a certain stage of completion.)

Applications for payment shall be submitted on the last day of the month for work done during that month. Payments will be due and payable within approximately 30 days, but not later than 60 days.

Any moneys not paid when due to either party under this Contract shall bear interest at the legal rate in force at the place of the Project.

## ARTICLE 6

### FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor thirty (30) days after Substantial Completion of the Work unless otherwise stipulated in the Certificate of Substantial Completion, provided the Work has then been completed, the Contract fully performed, and a final Certificate for Payment has been issued by the Architect. All work must be approved and accepted by the Board of Public Works, and recommendation of the Architect before final payment is made.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.

7.2 The Contract Documents, which constitute the entire agreement between the Owner and the Contractor, are listed in Article 1 and, except for Modifications issued after execution of this Agreement, are enumerated as follows:

*(List below the Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda and accepted Alternates, showing page or sheet numbers in all cases and dates where applicable.)*

1. Drawings titled "A New Senior Citizen Center for the City of Fort Wayne, Indiana" dated August 20, 1975, sheets numbered:

    T-1 - Title Sheet

    SP-1 Utility Plans, Symbols and Test Borings

    SP-2 - Site Plan and Site Details

    A-7 - First Floor Plan

    A-8 - Second Floor Plan

    A-9 - North and East Elevations

    A-10 - South and West Elevations

    A-11 - Building Section and Roof Plans

    A-12 - Building Section and Details

    A-18 - Metal Stair Details

    A-22 - Interior Elevations

    E-1 - First Floor Electrical Plan

    E-2 - Second Floor Electrical Plan

    E-3 - First Floor Reflected Ceiling Plan

    E-4 - Second Floor Reflected Ceiling Plan

    E-5 - Wiring Diagram and Panelboard Schedule

2. Specifications titled "Specifications for the Electrical Construction of A New Senior Citizen Center for the City of Fort Wayne, Indiana" dated August 20, 1975 shall include Title Sheet, Index, General Conditions of the Construction Contract, Supplementary General Conditions of the Construction Contract and Technical Specifications, Divisions 1 through 14 inclusive.

3. Notice to Bidders, pages 1 and 2 (continued on attached sheet)

This Agreement executed the day and year first written above.

City of Fort Wayne represented by

OWNER Board of Public Works

CONTRACTOR

Hambrock Electric, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

*Emil K. Hambrock*

4. Instruction to Bidders, pages 1 and 2
5. Architect's Bid Form , page 1
6. Certificates of Non-Segregated Facilities, City of Fort Wayne, pages 1 through 7
7. Federal Affirmative Action Bid Conditions, pages 1 through 22
8. Housing and Urban Development Document HUD 3200, "Federal Labor Standards Provisions" pages 1 through 10.
9. Non-Collusion Affidavit DP-8 page 1
10. Standard Questionnaire and Financial Statement for Bidders Form 96a, pages 1 through 15.
11. Bid Bond
12. Performance Bond
13. Insurance Vouchers
14. Addendum #1 - Electrical Construction Specifications for the New Senior Citizen Center dated August 27, 1975, pages 1 through 2 with attachments.
15. The Contractor shall not assign any interest in this contract and not transfer any interest in the same (whether by assignment or novation) without prior written approval of the Owner. Provided, however, that claims for money due or to become due to the Contractor from the Owner under this contract may be assigned to a bank, trust company, or other financial institution or to a trustee in bankruptcy, without such approval. Notice of such assignment or transfer shall be promptly furnished to the Owner, and the Owner shall not be responsible for the payment of any sum to any assignee or the Contractor until such time as it has received written notice of the notice or transfer.

It is understood and agreed by and between the Contractor and Owner that all sums payable under this agreement are only to be paid from funds provided for this project, and the contract is not a general obligation of the City of Fort Wayne or its Board of Public Works.

If, in the performance of this contract, there is any underpayment or non-payment for labor, services, materials and supplies, by Contractor, or any Subcontractor thereunder, the Owner shall withhold from the Contractor out of payments due it an amount sufficient to pay said underpaid or non-paid amounts. The amounts withheld shall be disbursed by the Owner for and on account of the Contractor or Subcontractor to the respective firms or persons to whom they are due and the Owner shall be given credit for such payments against payments due the Contractor or Subcontractor under this agreement. The Owner may also withhold all payments of amounts in dispute as to underpayment or non-payment until such notice of underpayment or non-payment from a supplier or laborer is released or withdrawn by such person or firm.

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that

(Here insert full name and address or legal title of Contractor)

Hambrock Electric, Inc.  
6809 Bluffton Road, Fort Wayne, Indiana 46809

as Principal, hereinafter called Contractor, and,  
The American Insurance Company of New Jersey  
Indianapolis, Indiana

(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto

(Here insert full name and address or legal title of Owner)

City of Fort Wayne, Indiana, Allen County  
1230 South Clinton St., Fort Wayne, Indiana 46802

as Obligee, hereinafter called Owner, in the amount of **Sixty-two Thousand-One Hundred-eighty-six**  
Dollars.

Dollars (\$ 62,186 ),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated 9-22-  
(Here insert full name, address and description of project)

1975, entered into a contract with Owner for

Electrical Construction of Senior Citizens Center Building per plans and specifications.

in accordance with Drawings and Specifications prepared by Grinsfelder-McArdle Associates, Inc.  
903 West Berry Street  
Fort Wayne, Indiana 46802  
(Legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

# PERFORMANCE BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of

defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this

22nd

day of

September

19 75

*Evel K. Hambrick*

Principal

Seal

(Witness)

*Pro*

Title

The American Insurance Company

Surety

Seal

(Witness)

*Gerald Clancy*

Title

Attorney-In-Fact

# THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A311

## Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that  
Hambrock Electric, Inc.  
6809 Bluffton Road, Fort Wayne, Indiana 46809

Here insert full name and address of legal name of Contractor

as Principal, hereinafter called Principal, and,  
The American Insurance Company of New Jersey  
Indianapolis, Indiana

Here insert full name and address of legal name of Surety

as Surety, hereinafter called Surety, are held and firmly bound unto  
City of Fort Wayne, Allen County, Indiana  
1230 South Clinton Street, Fort Wayne, Indiana 46802

Here insert full name and address of legal name of Owner

as Oblige, hereinafter called Owner; for the use and benefit of claimants as hereinbelow defined, in the

amount of **Thirty-one Thousand-ninety-three Dollars** Dollars (\$ **31,093** ),  
(Here insert a sum equal to at least one-half of the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

### WHEREAS,

Principal has by written agreement dated **September 22, 1975**, entered into a contract with Owner for  
(Here insert full name, address and description of project)

**Electrical Construction of Senior Citizens Center Building per plans and specifications.**

in accordance with Drawings and Specifications prepared by **GRINSFELDER-McARDLE ASSOCIATES, INC.**  
(Here insert full name and address of Architect)  
**903 West Berry Street  
Fort Wayne, Indiana 46802**

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.



# LABOR AND MATERIAL PAYMENT BOND

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial

accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the Project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this

22

day of

September

19 75

(Witness)

*Earl K. Hume Cook*

(Principal)

(Seal)

*Pres*

(Title)

The American Insurance Company

(Surety)

(Seal)

(Witness)

*Shiraid Clancy*

Attorney-In-Fact

(Title)

## THE AMERICAN INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That THE AMERICAN INSURANCE COMPANY, a Corporation duly organized and existing under the laws of the State of New Jersey, and having its Home Office in the City and County of San Francisco, California, has made, constituted and appointed, and does by these presents make, constitute and appoint

Gerald Clancy of Ft. Wayne, Indiana

its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, seal, acknowledge and deliver

any and all bonds, undertakings, recognizances or other written obligations in the nature thereof.

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises.

This power of attorney is granted pursuant to Article VIII, Section 30 and 31 of By-laws of THE AMERICAN INSURANCE COMPANY adopted on the 7th day of May, 1963, and now in full force and effect.

"Article VIII, Appointment and Authority of Resident Assistant Secretaries, and Attorneys-in-Fact and Agents to accept Legal Process and Make Appearances.

Section 30. Appointment. The Chairman of the Board of Directors, the President, any Vice-President or any other person authorized by the Board of Directors, the Chairman of the Board of Directors, the President or any Vice-President, may, from time to time, appoint Resident Assistant Secretaries and Attorneys-in-Fact to represent and act for and on behalf of the Corporation and Agents to accept legal process and make appearances for and on behalf of the Corporation.

Section 31. Authority. The Authority of such Resident Assistant Secretaries, Attorneys-in-Fact, and Agents shall be as prescribed in the instrument evidencing their appointment, and any such appointment and all authority granted thereby may be revoked at any time by the Board of Directors or by any person empowered to make such appointment."

This power of attorney is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of THE AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 28th day of September, 1966, and that said Resolution has not been amended or repealed:

"RESOLVED, that the signature of any Vice-President, Assistant Secretary, and Resident Assistant Secretary of this Corporation, and the seal of this Corporation may be affixed or printed on any power of attorney, on any revocation of any power of attorney, or on any certificate relating thereto, by facsimile, and any power of attorney, any revocation of any power of attorney, or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Corporation."

IN WITNESS WHEREOF, THE AMERICAN INSURANCE COMPANY has caused these presents to be signed by its Vice-President, and its corporate seal to be hereunto affixed this 17th day of January, 19 75.



STATE OF ILLINOIS,  
COUNTY OF COOK

THE AMERICAN INSURANCE COMPANY  
By James H. Wells  
JAMES H. WELLS, Vice President

On this 17th day of January, 19 75, before me personally came JAMES H. WELLS, to me known, who, being by me duly sworn, did depose and say: that he is Vice-President of THE AMERICAN INSURANCE COMPANY, the Corporation described in and which executed the above instrument, that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation and that he signed his name thereto by like order.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year herein first above written.



Mary A. Giudice

MARY A. GIUDICE, Notary Public  
My commission expires October 2, 1977

### CERTIFICATE

STATE OF ILLINOIS,  
COUNTY OF COOK

I, the undersigned, Assistant Secretary of THE AMERICAN INSURANCE COMPANY, a NEW JERSEY Corporation, DO HEREBY CERTIFY that the foregoing and attached POWER OF ATTORNEY remains in full force and has not been revoked; and furthermore that Article VIII, Sections 30 and 31 of the By-laws of the Corporation, and the Resolution of the Board of Directors, set forth in the Power of Attorney, are now in force.

Signed and sealed in the County of Cook, Dated the 22nd day of September, 19 75.



Joseph C. Neirinck  
JOSEPH C. NEIRINCK, Assistant Secretary

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

*S-75-11-16* ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contracts awarded for construction of Senior Citizens Center as follows:

General Construction - Civilian Construction Corporation \$559,250.00

Mechanical Construction - Person, Inc. \$155,351.00

Electrical Construction - Hambrock Electric, Inc. \$ 62,186.00

SEE PRIOR APPROVAL AND CONTRACTS ATTACHED

EFFECT OF PASSAGE Fulfillment of commitment to construct

EFFECT OF NON-PASSAGE See Prior Approval

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Financing being provided through Community Development & Planning and outside Kiwanis contribution. Property provided by Redevelopment Commission.

ASSIGNED TO COMMITTEE

*Public Works*